

KEVIN J. CONYNGHAM (0135)
ZIMMERER, MURRAY & CONYNGHAM
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Attorneys for Defendants/counterclaimants and third-party plaintiffs, OGK America, Inc. & Yale Kim a/k/a Youngil Kim

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

OTOS TECH CO., LTD.,

Plaintiff,

vs.

OGK AMERICA, INC. & YALE KIM A/K/A
YOUNGIL KIM,

Defendants/Third-Party Plaintiffs

vs.

OTOS OPTICAL CO., LTD., and MOON
YOUNG HUH

Third-Party Defendants.

CIVIL ACTION NO: 03-1979 (WHW)

Hon. William H. Walls, U.S.D.J.

**CERTIFICATION OF KEVIN J.
CONYNGHAM, ESQ. IN OPPOSITION
TO MOTION TO ENFORCE FOREIGN
JUDGMENT OF KOREA**

(Document Filed Electronically)

KEVIN J. CONYNGHAM, ESQ., of full age, hereby certifies as follows:

1. I am an attorney-at-law of the State of New Jersey, a partner in the firm of Zimmerer, Murray & Conyngham, attorneys for the defendants/counterclaimants and third-party plaintiffs, OGK America, Inc. & Yale Kim a/k/a Youngil Kim. I am the attorney assigned to handle the defense on behalf of these defendants in the above-captioned litigation and in that capacity am fully familiar with the facts stated herein.

2. Annexed hereto as Exhibit A is a true copy of the complaint by plaintiffs filed with the clerk on May 1, 2003.

3. Annexed hereto as Exhibit B is a true copy of the Answer, Counterclaim and Third-Party Compliant with Jury Demand filed with the clerk on July 18, 2003.

4. Annexed hereto as Exhibit C is a true copy of the Answer to Counterclaim and Answer to Third-Party Complaint filed on July 24, 2003.

5. Annexed hereto as Exhibit D is a true copy of the Amended Complaint by plaintiffs filed with the clerk in January, 2006.

6. Annexed hereto as Exhibit E is a true copy of the Answer to the Amended Complaint Counterclaim and Third-Party Compliant with Jury Demand filed with the clerk on September 29, 2004.

7. Annexed hereto as Exhibit F is a true copy of the May 4, 2005 correspondence submitted by the attorneys in this matter to the Honorable William H. Walls agreeing that "There are ongoing legal proceedings in the Republic of Korea that will be impacted by resolution of this matter in the United States District Court."

8. Annexed hereto as Exhibit G is a true copy of the written decision of the Honorable William H. Walls dated June 2, 2005, denying Plaintiff's and Third Party Defendants' Motion for Partial Summary Judgment and Defendants' Cross-Motion for Summary Judgment finding, in pertinent part, that there are numerous genuine issues of fact that should be decided the jury.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

/s/ Kevin J. Conyngham
Kevin J. Conyngham

Dated: April 3, 2006

EXHIBIT A

Walter A. Lesnevich (3227)
 Lesnevich & Marzano-Lesnevich
 65 Route 4 East
 River Edge, New Jersey 07661
 (201) 342-2322; (201) 342-3943 Fax
 Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
 DISTRICT OF NEW JERSEY

OTOS TECH CO., LTD.,
 Plaintiff,

vs.

OGK America, Inc. &
 Yale Kim a/k/a Youngil Kim,
 Defendants.

Civil Action No. 03-1979
 Hon. (WHW)

COMPLAINT

FILED

AT 8:30 5-1-03
 WILLIAM T. WALSH
 CLERK

Plaintiff, OTOS TECH CO., LTD. (OTOS), for its Complaint against defendants,
 OGK America, Inc. (OGK) and Yale Kim a/k/a Youngil Kim (Kim) states as follows:

JURISDICTION AND VENUE

1. Plaintiff, OTOS is a corporation organized and existing pursuant to the laws of the Republic of South Korea with its principal place of business located at 149-27, Docksan-1 Dong, Kueamchun-Ku, Seoul, Korea.
2. Defendant, OGK is upon information and belief a corporation organized and existing pursuant to the laws of the State of New York with its principal place of business located at Suite 303, 111 Charlotte Place, Englewood Cliffs, New Jersey 07632.

PAGE 8/15 * RCVD AT 5/15/2003 10:39:02 AM [Eastern Dayli... me] * SVR:R/F/3 * DNS:500 * CSID:2015673832 * DURATION ss:07-42 5-12-03; 4:0

3. Defendant, Kim is the president of OGK America, Inc. and maintains an office for business at Suite 303, 111 Charlotte Place, Englewood Cliffs, New Jersey 07632.
4. This Court has original jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a) because the matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs and the plaintiff and defendants are citizens of different States.
5. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a) and (c).

FACTUAL BACKGROUND

6. Plaintiff OTOS is a manufacturer of industrial equipment including welding equipment manufactured in Korea.
7. Commencing in 1999, plaintiff OTOS entered into a verbal agreement with defendant OGK and its president Kim to have OGK be its exclusive agent in the United States of America.
8. From 1999 until December 31, 2002, OGK acted in this capacity. OGK would have customers issue purchase orders to OGK and OGK would purchase from OTOS the equipment to be sold to the customers.
9. For its work OGK was paid a commission of four (4) percent in 1999, 2000 and 2001 and a commission of three (3) percent in 2002 of the total sales.
10. The relationship between the parties terminated on or about February 5, 2003.

PAGE 9/15 : RCVD AT 5/15/2003 10:39:02 AM [Eastern Dayli
me] : SVR:R/F/3 : DNS:500 : CSID:2015673832 : DURATION
(ss):07:42

11. There never was a written agreement between the parties. Each transaction stood on its own. Each party was free to discontinue the arrangement at any time it chose.
12. Payment was normally made by customers sending a check to OGK payable to OTOS and OGK forwarding it to OTOS.
13. On or about November 19, 2002, a customer, Hobart Retail Sales (Hobart), placed an order and owed OTOS the sum of \$18,800.00.
14. On or about December 3, 2002, Hobart placed an order and owed OTOS the sum of \$51,600.00.
15. On or about December 5, 2002, Hobart placed an order and owed OTOS the sum of \$213,432.80.
16. On or about January 13, 2003, Hobart placed an order and owed OTOS the sum of \$15,400.00.
17. On or about January 24, 2003, Hobart placed and order and owed OTOS \$25,964.75.
18. These orders total \$325,197.55.
19. On or about November 5, 2002, a customer, Miller Electric Manufacturing Company (Miller), placed an order and owed OTOS the sum of \$235,496.00.
20. On or about November 12, 2002, Miller placed an order and owed OTOS the sum of \$10,019.00.
21. On or about November 30, 2002, Miller placed an order and owed OTOS the sum \$4,839.50.

PAGE 10/15 * RCVD AT 5/15/2003 10:39:02 AM [Eastern Day.
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22. On or about January 9, 2003, Miller placed an order and owed OTOS the sum of \$3,780.00.
23. On or about January 21, 2003, Miller placed an order and owed OTOS the sum of \$8,423.00.
24. These orders total \$262,557.50.
25. The total therefore due to OTOS from these two customers was \$587,755.05.
26. In January 2003, Hobart and Miller sent payment in full for the amounts owed to OTOS. They paid it by check made out to OGK. OGK was required to endorse the checks as payable to OTOS, as it had done in the past. Kim caused the checks to be cleared into the account of OGK, refused to send the money to OTOS and took the money for his own use.
27. OTOS has demanded payment of the \$587,755.05 but Kim and OGK have refused to pay.

FIRST COUNT

(Embezzlement)

28. OTOS repeats and reiterates the allegations of Paragraphs 1 through 27 as is set forth herein at length.
29. Kim knew the \$587,755.05 payments were the property of OTOS but seized the opportunity presented by the checks being made out to OGK to steal the money from OTOS.

PAGE 11/15 : RCVD AT 5/15/2003 10:39:02 AM [Eastern Day.
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ss:07-42

WHEREFORE, Plaintiff, OTOS demands judgments against the defendants as follows:

- (a) for compensatory damages in the amount of \$587,755.05;
- (b) for punitive damages;
- (c) for rescission of the Commission Agreement;
- (d) for interest;
- (e) for costs of suit;
- (f) for attorneys' fees; and
- (g) for such other relief as the Court deems just.

SECOND COUNT

(Goods Sold)

- 30. OTOS repeats and reiterates the allegations of Paragraphs 1 through 27 as is set forth herein at length.
- 31. OTOS sold the goods to OGK and OGK purchased the goods from OTOS.
- 32. OGK accepted a purchase invoice from the customers Hobart and Miller.
- 33. Payment is therefore due and owing to OTOS.

WHEREFORE, Plaintiff, OTOS demands judgment against the defendants as follows:

- (a) for compensatory damages in the amount of \$587,755.05;
- (b) for interest;

- (c) for rescission of the Commission Agreement;
- (d) for costs of suit;
- (e) for attorneys' fees; and
- (f) for such other relief as the Court deems just.

THIRD COUNT

(Breach of Contract)

- 34. OTOS repeats and reiterates the allegations of Paragraphs 1 through 27 as is set forth herein at length.
- 35. Defendants breached the oral contract it had for the sale of these particular goods with OTOS by failing to pay OTOS for the goods.

WHEREFORE, Plaintiff, OTOS demands judgment against the defendants as follows:

- (a) for compensatory damages in the amount of \$587,755.05;
- (b) for interest;
- (c) for rescission of the Commission Agreement;
- (d) for costs of suit;
- (e) for attorneys' fees; and
- (f) for such other relief as the Court deems just.

FOURTH COUNT

(Conversion)

PAGE 13/15 * RCVD AT 5/15/2003 10:39:02 AM [Eastern Day] Time: SVR:RF/3 * DNS:500 * CSID:2015673832 * DURATION: 07:42

36. OTOS repeats and reiterates the allegations of Paragraphs 1 through 27 as is set forth herein at length.

37. Kim, having been presented the opportunity by the customers' checks being made out to OGK, converted the funds to his purposes.

WHEREFORE, Plaintiff, OTOS demands judgment against the defendants as follows:

- (a) for compensatory damages in the amount of \$587,755.05;
- (b) for punitive damages;
- (c) for rescission of the Commission Agreement;
- (d) for interest;
- (e) for costs of suit;
- (f) for attorneys' fees; and
- (g) for such other relief as the Court deems just.

Lesnevich & Marzano-Lesnevich
Attorneys for Plaintiff

By 
Walter A. Lesnevich (3227)

Dated: April 28, 2003

CERTIFICATION

I hereby certify that the matter in controversy is not the subject of any other court, arbitration or administrative proceeding.


Walter A. Lesnevich (3227)

PAGE 14/15 - RCVD AT 5/15/2003 10:39:02 AM [Eastern Day]
 [me] : SVR:RF/3 : DNS:500 : CSID:2015673832 : DURATION
 (ss):07:42
 UNITED STATES DISTRICT COURT
 DISTRICT OF NEW JERSEY
 NEWARK, NEW JERSEY 07101-0419

Local Civil Rule 10.1(b)
 requires docket number and
 name of district judge on all
 pleadings filed with this office.

OTOS TECH CO., LTD. :
 Plaintiff(s) : Civil Action No. 2:03cv01979
 v. :
 : NOTICE OF ALLOCATION
 : and ASSIGNMENT
 OGK AMERICA, INC. :
 Defendant(s) :
 :

ALLOCATION: Pursuant to Local Civil Rule 40.1(a), I have
 allocated this action to NEWARK. Please file all pleadings
 and make all motions returnable there.

ASSIGNMENT: This action has been assigned to United States
 District Judge William H. Walls for trial. Discovery and other
 non-dispositive matters have been assigned to United States
 Magistrate Judge Susan D. Wigenton.

MEDIATION: You may consent to mediation of this action pursuant
 to Local Civil Rule 301.1. However, this matter may be referred to
 mediation by a judicial officer regardless of consent. See Attached.

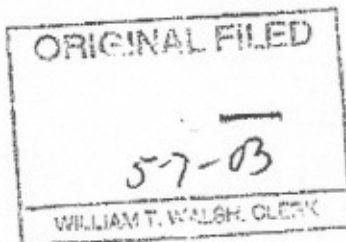
MAGISTRATE JUDGE JURISDICTION: You may consent to conduct all
 proceeding, including trial and the entry of final judgment, before
 the United States Magistrate Judge in accordance with the provisions
 of 28 U.S.C. & 636(c).

NOTICE TO COUNSEL AND PRO SE LITIGANTS: The Court has directed
 that counsel and pro se litigants be advised that there will be STRICT
 ENFORCEMENT of Local Civil Rules 16.1 (pretrial conferences; scheduling;
 case management) and 26.1 (discovery). Sanctions may be imposed for
 failure to comply with the local rules and orders entered pursuant
 thereto. Sanctions may include dismissal of the action and suppression
 of the defense.

WILLIAM T. WALSH
 CLERK

by: **DIANNE C. RICHARDS**
 Deputy Clerk *dc*

Date: 05/07/03



DNJ-Civ-001(05/00)

PAGE 15/15 : RCVD AT 5/15/2003 10:39:02 AM [Eastern Day] : [Time] : SVR:RF/3 : DNS:500 : CSID:2015673832 : DURATION : 07:42

IN THE
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

Mediation is the Alternative Dispute Resolution ("ADR") program in this Court. Mediation is governed by Local Civil Rule 301.1. The mediation program under this rule is supervised by a judicial officer (at present United States Magistrate Judge Ronald J. Hedges) who is available to answer any questions about the program.

Any district judge or magistrate judge may refer a civil action to mediation. This may be done without the consent of the parties. However, the Court encourages parties to confer among themselves and consent to mediation. Moreover, you are reminded that, when counsel confer pursuant to Rule 26(f) of the Federal Rules of Civil Procedure and Local Civil Rule 26.1, one of the topics that must be addressed is the eligibility of a civil action for participation in ADR.

A civil action may be referred to mediation at any time. However, one of the advantages of mediation is that, if successful, it enables parties to avoid the time and expense of discovery and trial. Accordingly, the Court encourages parties to consent to mediation prior to or at the time that automatic disclosures are made pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure.

If parties consent to mediation, they may choose a mediator either from the list of certified mediators maintained by the Court or by the selection of a private mediator. If a civil action is referred to mediation without consent of the parties, the judicial officer responsible for supervision of the program will select the mediator.

Mediation is non-judgmental. The role of the mediator is to assist the parties in reaching a resolution of their dispute. The parties may confer with the mediator on an ex parte basis. Anything said to the mediator will be deemed to be confidential and will not be revealed to another party or to others without the party's consent. The first six hours of a mediator's time is free. The mediator's hourly rate thereafter is \$250.00, which is borne equally by the parties.

If you would like further information with regard to the mediation program please review the Guidelines for Mediation, which are available on the Court's Web Site PACER, (pacer.njd.uscourts.gov) and appear as Appendix Q to the Local Civil Rules. You may also make inquiries of the judicial officer responsible for supervision of the program.

Civil actions in which there are pro se parties (incarcerated or not) are not eligible for mediation.

DNJ-Med-001(08/01)

FROM : OGK AMERICA

PHONE NO. : 2015673832

May. 08 2003 09:11PM P3

LESNEVICH & MARZANO-LESNEVICH

Attorneys At Law

WALTER A. LESNEVICH*

CERTIFIED BY THE SUPREME COURT OF NEW JERSEY AS A CIVIL TRIAL ATTORNEY

CERTIFIED BY THE SUPREME COURT OF NEW JERSEY AS A CRIMINAL TRIAL ATTORNEY

MADLINE MARZANO-LESNEVICH

FELLOW OF THE AMERICAN ACADEMY OF MATRIMONIAL LAWYERS

CERTIFIED BY THE SUPREME COURT OF NEW JERSEY AS A MATRIMONIAL LAW ATTORNEY

65 ROUTE 4 EAST
RIVER EDGE, N.J. 07661
(201) 342-2322

THE EMPIRE STATE BUILDING
350 FIFTH AVENUE, SUITE 4400
NEW YORK, N.Y. 10118-0110
(212) 564-2770

FAX: 201-342-3943
e-mail: lesnevich@msn.com

AMANDA S. TRIGG*
SCOTT A. LATERRA
MICHAEL R. MILDNER*
SARAH J. TREMML

Certified Paralegal
Lakisha Griffin



May 13, 2003

OGK America, Inc.
111 Charlotte Place
Englewood Cliffs, NJ
07632

RE: Otos Tech Co. v. OGK America, Inc and Yale Kim
Docket No. 03-1979(WHW)

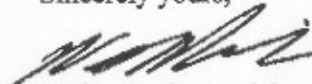
Dear Sir or Madam:

Enclosed are a Notice of Lawsuit and Request for Waiver of Service of Summons, two copies of a Waiver of Service, Complaint and a self addressed stamped envelope in the above referred matter.

As explained in complete detail in the enclosed documents, a party in a federal lawsuit has a duty to avoid the unnecessary costs of service of the summons and complaint. If you agree to waive service, please sign a copy of the Waiver and return it to me in the enclosed envelope.

Thank you for your attention to this matter.

Sincerely yours,


Walter A. Lesnevich

Enc.

cc: Otos Tech Co. (w/ Enc.)

PAGE 5/15 * RCVD AT 5/15/2003 10:39:02 AM [Eastern Dayl
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(ss):07:42

Walter A. Lesnevich (3227)
Lesnevich & Marzano-Lesnevich
65 Route 4 East
River Edge, NJ 07661
(201) 342-2322; (201) 342-3943 Fax
Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

OTOS TECH CO., LTD.,

Plaintiff,

vs.

OGK America, Inc. &
Yale Kim a/k/a Youngil Kim,

Defendants.

Civil Action No. 03-1979

Hon. (WHW)

SUMMONS

TO: OGK America, Inc.
111 Charlotte Place
Englewood Cliffs, NJ
07632

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S
ATTORNEY:

Walter A. Lesnevich
Lesnevich & Marzano-Lesnevich
65 Route 4 East
River Edge, NJ 07661

an Answer to the Complaint which is served upon you with this Summons within twenty (20) days after service of this Summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint. Any Answer that you serve on the parties in this action must be filed with the Clerk of this Court within a reasonable period of time after service

WILLIAM T. WALSH

CLERK

DIANNE C. RICHARDS

(By) Deputy Clerk

DATE

5-7-03

Jury. 0007

This JD-44 civil cover sheet and the instructions to the cover sheet, approved by the Judicial Conference of the United States in September 1974, is required for the use of the court. INSTRUCTIONS ON THE REVERSE OF THE FORM.

I (a) PLAINTIFFS
Otos Tech Co., Ltd.

DEFENDANTS

OGK America, Inc. and Yale Kim a/k/a Youngil Kim

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Seoul,
Korea

(EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT Bergen
(IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION
CASES, USE THE LOCATION OF THE TRACT OF LAND
INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Walter Lesnevich (3227)
Lesnevich & Marzano-Lesnevich
85 Route 4 East, River Edge, NJ 07661
(201) 342-2322

ATTORNEYS (IF KNOWN)

Unknown

II. BASIS OF JURISDICTION (PLACE AN X IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES

(For Diversity Cases Only)

(PLACE AN X IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- Citizen of This State PTF ☐ DEF ☐
Citizen of Another State PTF ☐ DEF ☐
Citizen or Subject of a Foreign Country PTF ☐ DEF ☐
Incorporated or Principal Place of Business in This State PTF ☐ DEF ☐
Incorporated and Principal Place of Business in Another State PTF ☐ DEF ☐
Foreign Nation PTF ☐ DEF ☐

IV. NATURE OF SUIT (PLACE AN X IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUS
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Offer Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 161 Medicare Act <input type="checkbox"/> 162 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 163 Recovery of Overpayment of Veterans' Benefits <input type="checkbox"/> 160 Stockholders Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 196 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 316 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employees' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 346 Marine Product Liability <input type="checkbox"/> 360 Motor Vehicle <input type="checkbox"/> 366 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury <input type="checkbox"/> 366 Medical Malpractice <input type="checkbox"/> 368 Personal Injury <input type="checkbox"/> 368 Asbestos Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 925 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 750 Other Labor Litigation <input type="checkbox"/> 761 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 620 Copyrights <input type="checkbox"/> 630 Patent <input type="checkbox"/> 640 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 SSA (1305N) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 ORAC/DRAW (405(g)) <input type="checkbox"/> 864 SSD Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rate <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced Corrupt Organizations <input type="checkbox"/> 480 Selective Service <input type="checkbox"/> 490 Securities/Commodity Exchange <input type="checkbox"/> 495 Systemic Challenge 12 USC 3410 <input type="checkbox"/> 501 Agricultural Act <input type="checkbox"/> 502 Economic Stabilization <input type="checkbox"/> 503 Environmental Matters <input type="checkbox"/> 504 Energy Allocation Act <input type="checkbox"/> 505 Freedom of Information <input type="checkbox"/> 506 Appeal of Fee Determination <input type="checkbox"/> 507 Under Equal Access to <input type="checkbox"/> 508 Constitutionality of <input type="checkbox"/> 509 State Statutes <input type="checkbox"/> 510 Other Statutory Action
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 246 Tort Product Liability <input type="checkbox"/> 250 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence HABEAS CORPUS: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Writs and Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS v Third Party 26 USC 7609	

V. ORIGIN

(PLACE AN X IN ONE BOX ONLY)

- ☐ 1 Magistrate Proceeding
☒ Original
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened (Specify)
☐ 5 another district
☐ 6 Multidistrict
☐ 7 Judge from District
☐ 8 Judge from Appeal to District
☐ 9 Judgment

VI. CAUSE OF ACTION

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.) Breach of contract action based on diversity jurisdiction pursuant to 28 U.S.C. 1332 (a)

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION
☐ UNDER F.R.C.P. 23

DEMAND \$
\$ 587,755.05

Check YES only if demanded in complaint:

JURY DEMAND: ☐ YES ☒ NO**VIII. RELATED CASE(S) IF ANY**

DATE 4/30/03 JUDGE _____ DOCKET NUMBER _____
SIGNATURE OF ATTORNEY OF RECORD [Signature]

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____